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7 **UNITED STATES DISTRICT COURT**  
8 **WESTERN DISTRICT OF WASHINGTON**  
9 **AT TACOMA**

10 OCEANCONNECT MARINE UK LTD.,

11 Plaintiff,

12 v.

13 M/V COREFORTUNE OL (IMO No. 9511014), its  
14 engines, tackle and apparel, etc.

Defendant *IN REM*.

IN ADMIRALTY

No. 3:19-cv-06166

**EMERGENCY MOTION TO APPOINT  
SUBSTITUTE CUSTODIAN**

15 Plaintiff OceanConnect Marine UK Ltd. (hereinafter “Plaintiff” or “OceanConnect  
16 Marine”) respectfully requests an order from this Court appointing Transmarine Navigation  
17 Corporation (“Transmarine”), with offices at 1610 C Street, Suite 203, Vancouver, WA  
18 98663, as substitute custodian for the vessel M/V COREFORTUNE OL, IMO No. 9511014.

19 The grounds for this Motion are as follows:

20 1. The Verified Complaint filed contemporaneously with this Motion seeks,  
21 among other things, the arrest and seizure of the vessel M/V COREFORTUNE OL (IMO No.  
22 9511014) (“the Vessel”).  
23

1           2.       Plaintiff has contemporaneously filed an Emergency Motion for Warrant of  
2 Arrest. If granted, this Motion directs the Clerk of this Court to issue a Maritime arrest  
3 warrant commanding the United States Marshal for this District to arrest and seize the Vessel  
4 and to detain the same until further order of this Court. Plaintiff has contacted the United  
5 States Marshal to make arrangements for the arrest and seizure of the Vessel forthwith.

6           3.       On information and belief, during the pendency of this action, the Vessel will  
7 be at anchorage or moored in the Port of Longview, Washington. Transmarine has agreed to  
8 act as substitute custodian and accept possession of the Vessel until further order of this  
9 Court, including routine services required for the safekeeping of the Vessel. *See* Declaration  
10 of Cale Karrick ("Karrick Decl."). Transmarine charges an initial fee of \$1,000.00 plus  
11 expenses to effect the arrest and \$100.00 per day plus expenses after that. Karrick Decl at ¶

12       4. These proposed charges and expenses are substantially less than leaving the Vessel in the  
13 custody of the U.S. Marshal. *Id.*

14       4.       If necessary, Transmarine will have the Vessel shifted back to anchor until the  
15 suit is resolved. Vessel movement and normal operations, including but not limited to,  
16 scheduled loading and unloading operations within the waters of this District will be allowed  
17 to continue.

18       5.       Transmarine has knowledge of the requirements of this Court's  
19 Supplementary Admiralty Rule, LAR 135 (Custody of Property). *Id.* at ¶ 2.

20       6.       Transmarine has no interest in the outcome of this action in which the  
21 property will be under arrest. *Id.* at ¶ 3.

22       7.       Transmarine seeks permission to move the Vessel to another location after  
23 arrest, if necessary. *Id.* at ¶ 5.

1           8.       Transmarine will not allow persons (other than Transmarine and its agents) to  
2 enter upon the property except as necessary for adequate safe-keeping and protection of the  
3 property. *Id. at ¶ 5.*

4           9.       Transmarine indicates that it has adequate experience, facilities and  
5 supervision for the proper safekeeping of the Vessel, and that its possesses insurance adequate  
6 to respond in damages for loss or injury to the Vessel or for damages sustained by third parties  
7 due to any acts, faults or negligence by said substitute custodian. *Id. at ¶¶ 1, 4, 5.* Further,  
8 substitute custodian accepts, in accordance with the terms of this Motion, possession of the  
9 Vessel, its engines, tackle, apparel, furniture, equipment and all other necessities thereunto  
10 appertaining and belonging, which is the subject of the action herein. *Id. at ¶ 7.*

11           10.     Plaintiff agrees to release the United States and the United States Marshal  
12 from any and all liability and responsibility arising out of care and custody of the Vessel  
13 from the time the United States Marshal transfers possession of the Vessel over to said  
14 substitute custodian, and said Plaintiff further agrees to hold harmless and indemnify the  
15 United States and the United States Marshal from any and all claims whatsoever arising out  
16 of the substitute custodian's possession and safekeeping of the Vessel. This agreement to  
17 release, indemnify, and hold harmless includes, but is not limited to, any liability and  
18 responsibility arising from crewmembers living aboard the Vessel and with regard to repairs  
19 to and testing of the Vessel, its engines and equipment. Furthermore, Plaintiff agrees to pay  
20 for the fees of the substitute custodian and for any moorage/anchorage charges.

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1 DATED this 5<sup>th</sup> day of December, 2019.

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3 LE GROS, BUCHANAN & PAUL

4 By: s/ Eric R. McVittie

5 By: s/ Mary C. Butler

6 ERIC R. MCVITTIE WSBA #20538

7 MARY C. BUTLER WSBA #44855

8 4025 Delridge Way SW, Suite 500

9 Seattle, Washington 98106-1271

10 Phone: 206-623-4990

11 Facsimile: 206-467-4828

12 Email: [emcvittie@legros.com](mailto:emcvittie@legros.com)

13 Email: [mbutler@legros.com](mailto:mbutler@legros.com)

14 Attorneys for Plaintiff OceanConnect Marine  
15 UK Ltd.